

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** n/a

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO THE CONTRACT BETWEEN THE TOWN AND FIRST VEHICLE SERVICES FOR GARAGE MAINTENANCE OPERATIONS, AND PROVIDING FOR A TARGET BUDGET.

**REPORT IN BRIEF:** The Town has a contract with First Vehicle Services for maintenance of the Town's fleet which was approved by Resolution R-2002-281. Each year the contract's target amount needs to be renegotiated to reflect changes resulting from the Consumer Price Index (CPI) and increases/decreases to the size of the Town's fleet. The contract amendment reflects a 2.66% increase as documented by CPI. In addition, terms of the contract were changed. Under the new terms and conditions of the contract certain costs of the operation have been shifted from "non-contract" cost to "in contract" cost. These changes are delineated in section 5.07. Also, the Unit Life Cycle table (Attachment "C"), was modified to include comments from the Town's using departments.

**PREVIOUS ACTIONS:** Not applicable

**CONCURRENCES:** The amendment to this contract was negotiated by the Procurement Manager, the Assistant Town Administrator, and the Vehicle Users Group.

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$1,009,244.00

Account Name: Vehicle Maintenance-Contractual Repairs Account

Additional Comments: Not applicable

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Three (3) copies of Amendment Number 1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO THE CONTRACT BETWEEN THE TOWN AND FIRST VEHICLE SERVICES FOR GARAGE MAINTENANCE OPERATIONS, AND PROVIDING FOR A TARGET BUDGET.

WHEREAS, the Town awarded a contract for garage maintenance operations by Resolution R-2002-281; and

WHEREAS, amendments are required to accommodate changes to the contract and to adopt negotiated annual target budgets; and

WHEREAS, the Town has negotiated a new target budget as described in Attachment "A"; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute Amendment Number 1 to the contract between The Town and First Vehicle Services.  
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute Amendment Number 1 to the contract between The Town and First Vehicle Services attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004

**AMENDMENT ONE TO THE  
CONTRACT FOR FLEET MAINTENANCE AND MANAGEMENT SERVICES BETWEEN  
THE TOWN OF DAVIE, FLORIDA  
AND  
FIRST VEHICLE SERVICES, INC**

**WHEREAS**, the Town of Davie, Florida (Town) and First Vehicle Services, Inc (Contractor) entered into a Fleet Maintenance Services Contract on December 1, 2002 (Contract).

**WHEREAS**, the Town and Contractor now desire to amend the Contract this 1st day of December, 2003 by and between the Town of Davie, Florida (the "Town") and First Vehicle Services, Inc (the "Contractor").

**NOW, THEREFORE**, in consideration of the mutual benefits, rights and obligations derived from the Contract, the Town and the Contractor hereby agree to amend and reaffirm the Contract as follows:

**1. Target Price**

(a)	Personnel costs:	\$500,994
(b)	Parts/supplies/outside Services:	\$362,182
(c)	Overhead expenses:	\$ 45,043
(d)	Corporate Administrative costs and fees:	\$ 50,512
(e)	Corporate Management fee:	<u>\$ 50,512</u>
		\$1,009,244

The Approved Budget for the contract term December 1, 2003 through November 30, 2004 is One Million, Nine Thousand, Two Hundred Forty- Four dollars (\$1,009,244).

**2. Beginning on June 1, 2004 the following Sections of the Contract are amended as follows:**

- 5.07 Additional Reimbursable Items (Non-Target Costs)** - The following are examples of items that shall be directly reimbursable by the Town to the Contractor outside of the Target Price:
- (a) Used Vehicle Additions – Costs incurred for all initial applicable repairs required to bring any used vehicles added during the course of the contract, up to current fleet standards;

- (b) Costs incurred for Unit repairs necessitated as a result of demonstrated abnormal use, vandalism, theft, and accident damage during the life of the Contract. The Contractor shall repair vehicles and equipment, "in Target", that have been involved in minor incidents after June 1, 2004 with total repair cost under \$500. The Town shall provide the Contractor with a "Incident Report" prior to any repair work commencing;
- (c) Unscheduled repairs on fuel equipment, including, but not limited to, any capital repairs with the exception of nozzles, hoses and filters;
- (d) Costs for fuel other than the fuel already purchased by the Town.
- (e) Costs for repair work (in addition to Section 4.03) of the Facility which is necessary for the continuing of safe operations;
- (f) Costs incurred by Contractor to repair or replace components, or refurbishments of any Units that are being used by Town beyond the Agreed upon Life Cycle as identified in "Attachment C" with the exception of lubrication, oil, filters, belts hoses, flat tire repairs and light bulb replacements;
- (g) Costs incurred by Contractor to repair, replace or maintain any Units and non-rolling stock equipment not included in Attachment A or agreed to by both parties;
- (h) Costs incurred by Contractor for any agreed capital expenditures that are not included in the Target Price;
- (i) Costs incurred by Contractor as a result of changes in the law regarding Unit maintenance, repair, replacement or retrofitting during the life of the Contract;
- (j) Costs incurred by Contractor to replace or repair Shop Equipment pursuant to Section 13.02 or to acquire additional Shop Equipment;
- (k) All applicable taxes relating to the Contractor's performance of the Contract;
- (l) Cost incurred by Contractor to modify or retrofit Units from its original design or purchase.
- (m) Vehicle washing and detailing.

11.10 Other Services - The Contractor will also provide the following services as set forth in the Contractor's proposal, as required, as part of the Target Price:

- (a) Processing of accident repairs, (e.g., obtaining appraisals, processing invoices for payment, and inspection of completed work, etc.);

- (b) New vehicle prep and decommissioning and assistance at auction;
  - (c) Priority repair of critical Units, Fire, Police, All Other;
  - (e) Assistance in writing or developing equipment specifications;
  - (f) On-the-job training for all employees;
  - (g) Mechanic certification and training program as agreed to by the parties annually.
- Contractor shall have 1, Level 3 EVT and 2, Level 2 EVT positions. EVT technicians shall give priority to Fire apparatus maintenance and repairs.
- (h) Assistance in administering the program of permanently assigned Units;
  - (i) Vehicle storage and administration;
  - (j) Costing recommendations related to replacement versus remanufacture or rebuilding of equipment;
  - (k) Other services within the scope of Unit maintenance and management, (e.g., tire mounting, wheel balancing, support of technical investigations, data processing input, etc.);
  - (l) Vehicle retirement and/or decommissioning of a Unit shall be coordinated with the Contracting Officer for compliance with any applicable law;
  - (m) Aerial ladder testing and inspections, pump testing, speedometer calibration testing, all other applicable vehicle and equipment mandated testing.

11.11 Hours of Operation - The Contractor shall operate the repair Facility from 7am to 6pm, Monday through Friday and on Saturday 8am to 5pm, for emergency vehicles, only if required by the Town.

11.12 Small Equipment – Small equipment is part of the Contractors target price.

11.13 Heavy and Mid-size Generators – All Town generators 15kw and above in this category are completely excluded from the contract and are not part of the target price.

3. "Attachment C" of the contract is amended as follows:

### ATTACHMENT C

#### UNIT LIFE CYCLE

CATEGORY		CLASS		ABREV	Years	Usage
Light	1	DUMP TRUCK	1	DUMP	8	100,000
	1	FLAT BED TRUCK	2	FLTBD	8	100,000
	1	MOTORCYCLE	3	CYCLE	6	60,000
	1	PICKUP TRUCK	4	PCKUP	8	90,000
	1	SCOOTER, ATV'S	5	SCOOT	4	60,000
	1	SEDAN	6	SEDAN	6	90,000
	1	UTILITY TRUCK	7	UTIL	8	100,000
	1	VAN	8	VAN	8	90,000
	1	4X4 SPORT UTILITY	9	4X4	8	90,000
Police Patrol	2	MARKED	1	MARKD	2	100,000
	2	UNMARKED	2	UNMRK	4	100,000
	2	MOTORCYCLE	3	CYCLE	4	60,000
	2	MOTORCYCLE HARLEY	4	HARLE	6	90,000
Police Take Home	3	MARKED	1	MARKD	8	100,000
	3	UNMARKED	2	UNMRK	8	100,000

Medium	4	BACKHOE	1	BKHOE	12	
	4	DUMP TRUCK	2	DUMP	8	120,000
	4	FLAT BED TRUCK	3	FLTBD	8	120,000
	4	FORKLIFTS	4	FRKLT	6	
	4	LOADER (SMALL)	5	LOADR	8	
	4	TRACTOR	6	TRCTR	7	
	4	TRACTOR W/MOWER	7	TRMOW	6	
	4	TRENCHER (SMALL)	8	TRNCH	6	
	4	LG RIDING MOWER	9	RIDMO	6	
	4	LEAF VAC	A	LEAFV	4	
	4	WRECKER/TOW TRUCKS	B	WRECK	8	
Heavy	5	AERIAL UNIT	1	AERAL	10	
	5	CRANE	2	CRANE	10	
	5	DUMP TRUCK	3	DUMP	9	120,000
	5	FLAT BED TRUCK	5	FLTBD	9	120,000
	5	GRADER	6	GRADR	9	
	5	HIGHWAY STRIPER	7	STRPR	10	
	5	LOADER (LARGE)	8	LOADR	9	
	5	SEMI-TRACTOR	9	SEMIT	10	180,000
	5	WATER TRUCK	A	WATER	9	120,000
	5	ASPHALT PAVERS	B	PAVER	6	
	5	ROLLERS	C	ROLLR	8	
	5	WRECKER/TOW TRUCKS	D	WRECK	9	
Heavy Special	6	CRAWLER TRACTOR	1	CRAWL	10	
	6	DRAGLINE	2	DRAGL	10	
	6	EARTH MOVER	3	EARTH	10	
	6	BULLDOZER	4	DOZER	12	
	6	COMPACTOR	5	CMPCT	4	
	6	SCRAPER	6	SCRPR	8	
	6	ROCK CRUSHER	7	ROCKC	8	
	6	SEWER EDUCTOR	8	SEWER	10	
	6	STREET SWEEPER	9	SWEEP	7	
	6	MOBILE DRILLRIG	A	DRILR	8	
	6	VIBRATORY ROLLER	B	ROLLR	6	
	6	ASPHALT GRINDER	C	GRIND	6	
	6	TUB GRINDER	D	TUBGR	6	

Garbage					
	7	FRONT LOADER	1	FRONT	8
	7	REAR LOADER	2	REAR	7
	7	SIDE LOADER MANUAL	3	SIDEM	7
		SIDE LOADER			
	7	AUTOMATED	4	SIDEA	6
	7	TRANSFER TRAILER	5	TRFTR	8
Fire & Rescue					
	8	AERIAL LADDER	1	AIRLD	10
	8	AMBULANCE	2	AMBUL	7
	8	CRASH TRUCK	3	CRASH	6
	8	LADDER TRUCK	4	LADDR	12
	8	PUMPER	5	PUMPR	10
	8	RESCUE	6	RSCUE	8
	8	SNORKLE	7	SNORK	10
	8	TANKERS	B	TANKR	10
	8	BRUSH TRUCKS	C	BRUSH	8
	8	COMMAND UNITS	D	COMMD	12
	8	BOATS	E	BOATS	6
Misc. Small Equip.					
	9	BRUSH CHIPPER	1	BRCHP	8
	9	CEMENT SAW	2	CESAW	4
	9	CHAIN SAW	3	CHSAW	4
	9	COMPRESSOR	4	CMPRS	6
	9	SMALL GENERATOR	5	GNRTR	8
	9	LEAF BLOWER	6	LEAF	4
	9	LINE STRIPER	7	LNSTR	8
	9	SMALL RIDING MOWER	8	MOWM	6
	9	PUMP	9	PUMP	4
	9	STEAM CLEANER	A	STEAM	4
	9	STUMP CUTTER	B	STUMP	4
	9	SMALL TRAILER	C	TRALR	8
	9	WALKING MOWER	D	MOWW	4
	9	WEED EATER	E	WEEDE	4
	9	WELDER	F	WELDR	6
	9	GOLF CART ELECTRIC	G	CARTE	4
	9	BUSH HOG	H	BUSH	4
	9	MISC BOATS	I	MISCB	6
	9	MISCELLANEOUS	Z	OTHER	4
Generators					
	B	MEDIUM 15KW -60	1	MEDIM	8
	B	HEAVY 60KW-200K	2	HEAVY	10
	B	SPECIAL > 200KW	3	SPECL	8
	B	MISCELLANEOUS	Z	OTHER	



Trailers	D	HEAVY TRAILERS	1	HVYTR	6
	D	SPECIAL TRAILER	2	SPCTR	10
	D	AIR COMPRESSOR	3	COMTR	6
	D	MISCELLANEOUS	Z	OTHER	6

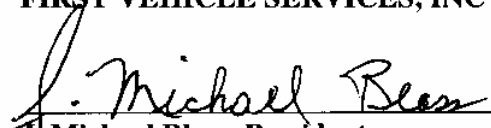
4. The Contractor shall send out oil samples for analysis on each vehicle at 45,000 miles and 90,000 miles. The information from the samples shall be provided to the Town at their request. Repairs intended to extend the life of the vehicle past the "Attachment C" vehicle life cycle will not be part of the target price.

Except as expressly amended by this document, the Contract as previously amended remains in full force and effect and legally binding upon the Town and the Contractor.

WITNESS:

FIRST VEHICLE SERVICES, INC

\_\_\_\_\_

  
 Michael Bloss, President,  
 First Vehicle Services, Inc.

WITNESS:

TOWN OF DAVIE, FLORIDA

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

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